



THOMAS L. GARTHWAITE, M.D.  
Director and Chief Medical Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina  
First District

Yvonne Brathwaite Burke  
Second District

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Third District

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Fourth District

Michael D. Antonovich  
Fifth District

November 23, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT NO. 4 TO AGREEMENT NO. H-212411 WITH EXM INC.  
FOR SIGMA SOFTWARE MAINTENANCE SERVICES  
(2nd and 5th Districts) (3 Votes)**

CIO RECOMMENDATION: APPROVE ☒ APPROVE WITH MODIFICATION [ ]  
DISAPPROVE [ ]

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 4 to Agreement No. H-212411 with EXM Inc., substantially similar to Exhibit I, to extend the Agreement term by three months, effective December 28, 2005 through March 31, 2006, for the continued provision of SIGMA software maintenance services at Harbor-UCLA and Olive View-UCLA Medical Centers, to increase the contractor's fixed hourly rates for County-requested optional additional services, to increase the pool dollars, and to increase the maximum obligation by \$315,105 for a total County maximum obligation of \$5,209,489.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services to sign Amendment No. 4 with EXM Inc. for a three-month extension, effective December 28, 2005 through March 31, 2006, for the continued provision of SIGMA software maintenance services at Harbor-UCLA (Harbor) and Olive View-UCLA (Olive View) Medical Centers, to increase the contractor's fixed hourly rates, to increase the pool dollars, and to increase the County maximum obligation. During the three-month extension, the Department will negotiate with the contractor for a modification to the SIGMA software to stabilize and/or convert the database and to improve the reliability of the SIGMA software. If negotiations are successful, the Department intends to return to your Board with an

amendment to further extend the term of the Agreement through June 2008, which is when both Harbor and Olive View expect to have migrated off all of the SIGMA software modules.

The Agreement with EXM Inc. expires on December 27, 2005. EXM Inc. has been the sole provider of SIGMA software maintenance services since June 1999.

#### FISCAL IMPACT/FINANCING:

This Amendment increases the Agreement's maximum obligation by \$315,105 of which \$182,334 is for Harbor and \$132,771 is for Olive View for a revised total County maximum obligation of \$5,209,489 of which \$2,626,526 is for Harbor and \$2,579,963 is for Olive View. Funding is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years as necessary.

The monthly SIGMA software maintenance fees will not increase during this extension. The contractor's fixed hourly rates for County-requested optional additional services, such as software modifications, software interfaces, and migration assistance, will increase by 20% during this extension. The increase is a result of contract negotiations between the County and the contractor. The contractor has not had any increase in these fixed hourly rates since the Agreement was executed in 2001.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 23, 1989, the Purchasing Agent approved County Agreement No. A51549 with Compucare Company (Compucare) for the acquisition and maintenance of the turnkey Healthcare Information Systems (HIS) for Harbor and Olive View, including, but not limited to, clinical software modules and hardware.

On June 29, 1999, the Board approved a successor Agreement No. 72190 with Compucare and the QuadraMed Corporation (QMDC) for the turnkey HIS at Harbor, Olive View, and LAC+USC Medical Centers. EXM Inc. was a subcontractor under this Agreement providing SIGMA software maintenance services.

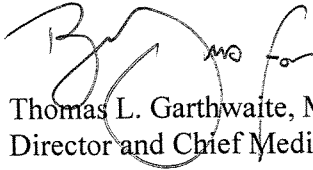
On June 19, 2001, the Board: 1) approved a sole source agreement with EXM Inc. for SIGMA software maintenance services at Harbor and Olive View effective July 1, 2001 through June 30, 2005; 2) requested that the Department of Health Services (DHS or Department) review its decision to use the Operating Room Scheduling and Office System (ORSOS) as the standard surgery scheduling software; and 3) required that Olive View replace their SIGMA surgery scheduling software within the term of the Agreement. After a review of ORSOS, DHS selected ORSOS as its primary surgery scheduling system and has purchased the upgraded version. The original Agreement allocated Harbor and Olive View \$1,442,192 each in "pool" dollars. Pool dollars are to be used to purchase County-requested optional additional services, such as software modifications, software interfaces, and migration assistance.

Amendments No. 1 and 2 added Health Insurance Portability and Accountability Act provisions.

The Honorable Board of Supervisors  
November 23, 2005  
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

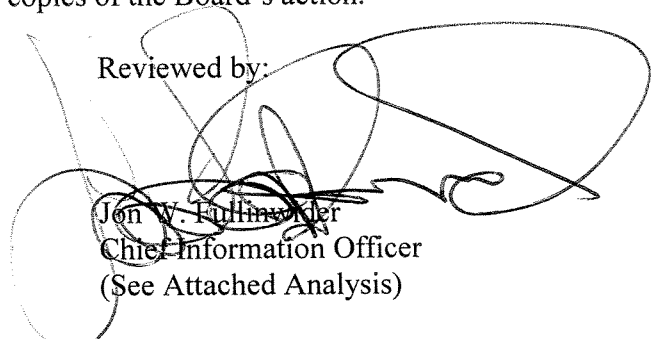


Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:lm

Exm Amend 4.wpd

Reviewed by:



Jon W. Tullinwider  
Chief Information Officer  
(See Attached Analysis)

Attachments (3)

c: Chief Administrative Officer  
Chief Information Office  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AMENDMENT1. TYPE OF SERVICE:

SIGMA software maintenance services at Harbor-UCLA and Olive View-UCLA Medical Centers.

2. AGENCY ADDRESS AND CONTACT PERSON:

EXM Inc.  
1533 Tzena Way  
Encinitas, California 92024  
Attn: John Chisholm, President  
Telephone: (706) 944-7539

3. TERM:

The term of Amendment No. 4 to Agreement No. H-212411 is December 28, 2005 through March 31, 2006.

4. FINANCIAL INFORMATION:

This Amendment increases the Agreement's maximum obligation by \$315,105 of which \$182,334 is for Harbor and \$132,771 is for Olive View for a revised total County maximum obligation of \$5,209,489 of which \$2,626,526 is for Harbor and \$2,579,963 is for Olive View. Funding is included in the Fiscal Year 2005-06 Final Budget and will be requested in future fiscal years as necessary.

The monthly SIGMA software maintenance fees will not increase during this extension. The contractor's fixed hourly rates for County-requested optional additional services, such as software modifications, software interfaces, and migration assistance, will increase by 20% during this extension. The increase is a result of contract negotiations between the County and the contractor. The contractor has not had any increase in these fixed hourly rates since the Agreement was executed in 2001.

5. DESIGNATED ACCOUNTABLE FOR PROGRAM EVALUATION:

Mary Morgan, Chief Information Officer  
Harbor-UCLA Medical Center and County's Project Director

Melvin Brewster, Chief Information Officer  
Olive View-UCLA Medical Center and County's Project Director

6. APPROVALS:

Harbor-UCLA Medical Center:	Tecla Mickoseff, CEO
Olive View-UCLA Medical Center	Melinda Anderson, CEO
Information Technology:	Mary Morgan
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel:	James Kashian, Principal Deputy
County's Chief Information Officer:	Jon W. Fullinwider, Director

# CIO ANALYSIS

Department of Health Services Amendment No. 4 to  
Agreement No. H-212411 with EXM Inc., for SIGMA Software Services

CIO RECOMMENDATION:    ☒ **APPROVE**                      ☐ **APPROVE WITH MODIFICATION**  
   ☐ **DISAPPROVE**

**Contract Type:**

☐ **New Contract**                      ☒ **Contract Amendment**                      ☐ **Contract Extension**  
☐ **Sole Source Contract**                      ☐ **Hardware Acquisition**                      ☐ **Other**

**New/Revised Contract Term:**    **Base Term:** 3 mths                      **# of Option Yrs** \_\_\_\_\_

**Contract Components:**

☐ **Software**                      ☐ **Hardware**                      ☐ **Telecommunications**  
☒ **Professional Services**

**Project Executive Sponsor:** Mary Morgan, Enterprise Project Director

**Budget Information :**

Y-T-D Contract Amount	\$ 4,894,384
Requested Contract Amount	\$ 315,105
Aggregate Contract Amount	\$ 5,209,489

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the

### **Project Metrics**

EXM will continue successful maintenance of SIGMA modules at HVUMC and OVUMC under terms of the existing Service Level Agreements at both facilities.

### **Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved**

SIGMA modules that are critical to patient care at HVUMC and OVUMC will no longer be maintained, which may impact patient care at these facilities.

### **Alternatives Considered:**

No other alternatives were considered because there is no other known source of support for the SIGMA software.

### **Project Risks:**

There are no identified risks to the Department and County in undertaking this project.

### **Risk Mitigation Measures:**

None

### **Financial Analysis:**

EXM received a negotiated 20 percent increase in fixed hourly rates for County requested optional additional services for this proposed extension. This amendment will increase the contract sum by \$315,015 for a total of \$5,209,489. The Department indicates they have available appropriation to pay the annual cost of this amendment.

### **CIO Concerns:**

None.

### **CIO Recommendations:**

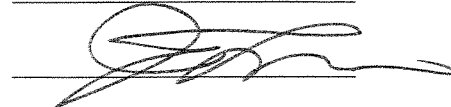
We recommend your Board delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign this amendment.

### **CIO APPROVAL**

Date Received: \_\_\_\_\_

11-22-05

Prepared by: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

**EXHIBIT I**

**AMENDMENT NUMBER FOUR TO  
AGREEMENT FOR SIGMA SOFTWARE MAINTENANCE SERVICES  
[COUNTY AGREEMENT NUMBER H-212411]**

THIS AMENDMENT Number Four is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between COUNTY OF LOS ANGELES (hereafter "County"), and EXM INC. (hereafter "Contractor"), and amends that certain County Agreement Number H-212411, dated July 1, 2001, captioned "Agreement By and Between the County of Los Angeles and EXM Inc. for SIGMA Software Maintenance Services for Harbor-UCLA Medical Center and Olive View-UCLA Medical Center", including Amendment Number One, Amendment Number Two, and Amendment Number Three (hereafter collectively "Agreement").

WHEREAS, it is the intent of the parties to amend Agreement as set forth herein.

NOW, THEREFORE, Contractor and County hereby agree to amend Agreement as follows:

1. The term of the Agreement shall be extended for three (3) months, from December 28, 2005 through March 31, 2006.

2. Subparagraph 1.1 (Interpretation) of Paragraph 1 (Applicable Documents) of the body of the Agreement is amended to read:

"1.1 Interpretation:

Exhibits A, B, C, D, E, G, H, and I are attached to and form a part of this Agreement. Exhibit F is

incorporated herein by reference. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits according to the following priority:

1. Exhibit G - Letter from The Compucare Company
2. Exhibit A - Statement of Work
3. Exhibit B - Schedule of Payments
4. Exhibit C - Schedule of Maintenance and Services
5. Exhibit D - CONTRACTOR Employee Acknowledgment,  
Confidentiality, and Copyright  
Assignment Agreement
6. Exhibit E - CONTRACTOR's EEO Certification
7. Exhibit F - COUNTY Agreement Number A51549,  
dated August 23, 1989, by and  
between COUNTY and The Compucare  
Company for a Turnkey Hospital  
Information Systems for Harbor-UCLA  
Medical Center and Olive View-UCLA



Medical Center, including Amendment Numbers 1 through 20 thereto, and COUNTY Agreement Number 72190, dated June 29, 1999, by and among COUNTY and QuadraMed Corporation and The Compucare Company for Upgrade to Turnkey Healthcare Information Systems for Harbor-UCLA Medical Center, Olive View-UCLA Medical Center and Los Angeles County+ University of Southern California Medical Center.

8. Exhibit H - Jury Service Ordinance

9. Exhibit I - Safely Surrendered Baby Law"

3. Subparagraph 7.1 (General) of Paragraph 7 (Contract Sum) of the body of the Agreement is amended by changing the amount of the Contract Sum from "Four Million, Eight Hundred Ninety-Four Thousand, Three Hundred Eighty-Four Dollars (\$4,894,384)" to "Five Million, Two Hundred Nine Thousand, Four Hundred Eighty-Nine Dollars (\$5,209,489)".

4. In Exhibit B (Schedule of Payments), the Introduction on Page B-1 is amended to read:

"The Contract Sum of Five Million, Two Hundred Nine Thousand, Four Hundred Eighty-Nine Dollars (\$5,209,489) set forth in

Subparagraph 7.1 (General) of the body of this Agreement is allocated among the COUNTY Facilities as follows:

Maximum Contract Amount for HUMC:	-	\$2,629,526
Maximum Contract Amount for OVUMC:	-	\$2,579,963
Maximum Contract Amount (Contract Sum):	-	\$5,209,489"

5. In Exhibit B (Schedule of Payments), the second paragraph of Subparagraph A of Paragraph III (Pool Dollars) is amended to read:

"Pool Dollars as of the Effective Date:

HUMC -- (\$1,547,126)

OVUMC -- (\$1,513,043)"

6. During such extended term, the amount of the Monthly SIGMA Software Maintenance Fees shall be increased by twenty percent (20%) over the amount of the Monthly SIGMA Software Maintenance Fees for Contract Year 4 pursuant to Schedule I (Maintenance Fee Schedule) of Exhibit C (Schedule of Maintenance and Services). For example, if a Monthly SIGMA Software Maintenance Fee for Contract Year 4 is \$21,500, pursuant to Schedule I of Exhibit C, then such Monthly SIGMA Software Maintenance Fee during the extended term shall be \$25,800.

7. During such extended term, available Pool Dollars, as set forth in Exhibit B (Schedule of Payments), may be used to pay for Monthly SIGMA Software Maintenance Fees.

8. Notwithstanding any other provision of the Agreement, during such extended term, Contractor: (1) is permitted to provide SIGMA Software Maintenance for SIGMA Software via remote access twenty-four (24) hours per Day seven (7) Days per week; (2) is not required to provide on-site maintenance two (2) Days per week per County Facility; and 3) is required, for each County Facility, to meet on site or via conference call with County Facility staff twice per month and upon request of County's Project Manager in order to discuss various issues.

9. During such extended term, the Fixed Hourly Rates for Contractor's job levels for Pool Work, as set forth in Subparagraph H of Paragraph III (Pool Dollars) of Exhibit B (Schedule of Payments), shall be increased as follows:

1. Senior Developer (Fixed Hourly Rate: \$198.00)
2. Senior Consultant (Fixed Hourly Rate: \$132.00)
3. Senior Application Analyst (Fixed Hourly Rate: \$90.00).

10. Paragraph 51 (Consideration of GAIN Program Participants for Employment) of the body of the Agreement is amended to read:

"51. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's

Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

11. Paragraph 53 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of the body of the Agreement is amended to read:

"53. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

- A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without

limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

12. Paragraph 54 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program) of the body of the Agreement is amended to read:

"54. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and

remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 30 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

13. Paragraph 55 (Contractor's Acknowledgment of County's Commitment to Child Support Enforcement) of the body of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

"55. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program:

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the

Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts.  
  
"Employee" means any California resident who is a full time employee of Contractor.

"Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service



Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Subparagraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach."

14. Paragraph 57 (Contractor Responsibility and Debarment) of the body of the Agreement is amended to read:

"57. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors.
- B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other Agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements Contractor may have with County.
- C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that

Contractor has done any of the following: (1) violated a term of the Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an Agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

- D. If there is evidence that Contractor may be subject to debarment, the Department of Health Services will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to

submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the

debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented.

This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

15. Paragraph 67 (Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law) is added to the body of the Agreement to read:

"67. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post

County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

16. Paragraph 68 (Notice to Employees Regarding the Safely Surrendered Baby Law) is added to the body of the Agreement to read:

"68. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached as Exhibit I, which is incorporated herein by reference and made a part of this Agreement, and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

17. This Amendment shall be effective upon its approval by County's Board of Supervisors.

18. Except for the changes set forth in this Amendment, the Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this  
Amendment to be subscribed on its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

CONTRACTOR  
EXM Inc.

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical  
Officer

By   
Name: John Chisholm  
Title: President

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
James Kashian  
Principal Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Chief, Contracts and Grants  
Division

EXMAmendNumberFour#14 3mos(11.18.05)  
lm

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

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6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

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**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***